

Sent 2 copies to be signed, 1 to be returned

- Gary Vandorst -

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Standard Pacific of the Inland Empire, a division of Standard Pacific Corporation (the "Company"), through the authority of its President, hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action the Company and its employees may have for personal injury, property damage or wrongful death occurring to them arising from any activities conducted by Company as to the requirements of Section 6.3 of the Purchase and Sale and Escrow Instructions entered into on May 20, 2003 between the City of Redlands and Standard Pacific Corporation, attached hereto as Exhibit "A" and for the removal of weeds and brush from the City-owned property identified as APN: 168-121-13 located on San Bernardino Avenue, Redlands, California, and any activities incidental thereto, wherever or however the same may occur. Further, the Company does, for itself, and its employees and their heirs, executors, administrators and assigns, hereby release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for the Company and its employees' estates, and agrees that under no circumstances will the Company or its employees' heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against the City of Redlands or any of its elected officials, officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of the above said persons, or otherwise.

IT IS THE INTENTION OF THE COMPANY BY THIS INSTRUMENT TO ASSUME ALL RISKS ATTENDANT WITH ITS ACTIVITIES AS ALLOWED HEREIN AND DESCRIBED ON THE ABOVE-DESCRIBED PROPERTY AND TO EXEMPT AND RELIEVE THE CITY OF REDLANDS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The Company, for itself and its employees, and their heirs, executors, administrators and assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the City of Redlands by any other person as a result of the Company's acts or omissions, the Company shall defend, indemnify and hold harmless the City of Redlands from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned President of the Company represents the Company has the legal authority to represent its members with regard to the matters contained in this Release and acknowledges that the Company has read the foregoing paragraphs, and is fully and completely aware of any potential dangers incidental to its undertaking of the above mentioned activity.

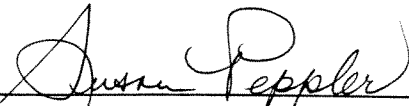
Dated: _____

Standard Pacific of the Inland Empire,
a division of Standard Pacific Corporation

By _____

Martin P. Langpap
Land Acquisition Manager

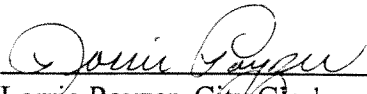
CITY OF REDLANDS



Susan Peppler, Mayor

Date: February 17, 2004

ATTEST:



Lorrie Poyzer, City Clerk

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("Agreement"), dated May 20, 2003 ("Effective Date"), is made and entered into by and between Standard Pacific Corporation, a Delaware corporation ("SPH") and the City of Redlands, a municipal corporation ("City") (sometimes herein together referred to as the "Parties").

RECITALS

A. Whereas, City owns certain real property in the City of Redlands identified as Assessor Parcel No. 168-121-13 (the "Property"), and

B. Whereas, City agrees to sell the Property to SPH, subject to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. PURCHASE PRICE

The total price for the Property to be paid by SPH to City is Five Hundred Thousand Two Hundred Seventy-Two Dollars and Fifty Cents (\$500,272.50) (the "Purchase Price").

2. TITLE TO PROPERTY

City shall, at Close of Escrow, by grant deed convey to SPH good and marketable fee title to the Property as evidenced by a Standard form C.L.T.A. policy of title insurance, including a mechanic's lien endorsement, issued by Commonwealth Title Company (the "Title Company") in an amount equal to the Purchase Price of the Property showing title vested in SPH, subject to the exceptions to title approved by SPH pursuant to Section 4.1 below. The cost of the policy of title insurance shall be borne by City. In the event SPH requires an ALTA owner's policy of title insurance, the additional cost for such policy shall be paid by SPH.

3. ESCROW

3.1 Opening. The purchase and sale of the Property shall be completed through an escrow ("Escrow") to be opened at First American Title Insurance Company (the

"Escrow Holder"). Within five (5) days after City's execution of this Agreement, SPH shall deposit with the Escrow Holder one fully executed counterpart of this Agreement, which shall constitute the Purchase Agreement and Escrow Instructions along with any additional escrow instructions executed by the Parties pursuant to Section 3.5 of this Agreement. The date of delivery to Escrow Holder of such fully executed counterpart shall be deemed the opening of escrow ("Opening of Escrow") and Escrow Holder shall notify SPH and City in writing of the Opening of Escrow date, the date set for Close of Escrow, and its acceptance of the escrow instructions. Within ten (10) days of the Opening of Escrow, SPH shall deposit the sum of Five Thousand Dollars (\$5,000) with Escrow Holder (the "Initial Deposit"). The Initial Deposit shall be non-refundable and immediately released to City. Prior to the end of the Investigation Period, SPH shall make an additional deposit with Escrow Holder in the sum of Twenty Thousand (\$20,000) Dollars (the "Additional Deposit"). The Additional Deposit shall be held in an interest bearing account until Close of Escrow. The Initial Deposit and the Additional Deposit, together with any interest accrued thereon shall be applicable to the Purchase Price.

3.2 Closing. Escrow shall close, if at all, no later than 180 days after the expiration of the Investigation Period. SPH shall have the right to extend the Close of Escrow for two (2) consecutive periods of ninety (90) days each by prior written notice to City and Escrow Holder. SPH shall pay the sum of Ten Thousand (\$10,000) dollars per extension, which sums shall become part of the Additional Deposit and will be applicable to the Purchase Price but non-refundable to SPH.

3.3 Costs. Except as otherwise expressly provided for herein, City shall pay all the usual Escrow costs and charges normally paid by a Seller in an escrow closing in San Bernardino County, including without limitation one-half of the Escrow fee, and the costs of preparation and recordation of the grant deed and the documentary transfer tax. SPH shall pay one-half of the Escrow fee and such other costs and charges normally paid by a buyer in an escrow closing in San Bernardino County.

3.4 Prorations. Current real property taxes, bonds and assessments shall be prorated at the date of recordation of the deed, on the basis of a thirty (30) day month.

3.5 Additional Documents. SPH and City shall execute such additional Escrow instructions as Escrow Holder may reasonably require to act as Escrow Holder, but in no event shall the Escrow instructions increase the rights of one party against the other party hereto or modify the terms and conditions of this Agreement.

3.6 Delivery of Documents. Escrow Holder shall prepare the Grant Deed and SPH shall deliver the total Purchase Price to Escrow Holder at least one (1) business day prior to the Close of Escrow.

4. **CONDITIONS OF PURCHASE**

SPH's obligation to purchase the Property shall be subject to the satisfaction of the

following conditions, which are for SPH's benefit only. In the event any of the following contingencies are not satisfied within the specified time limits, SPH may, at its sole option, either waive such conditions or terminate this Agreement. In the event this Agreement is terminated for any of the reasons described in the subsections of this Section 4, SPH shall be entitled to an immediate refund of the Additional Deposit and any accrued interest thereon.

4.1 Approval of Title. Promptly after execution of this Agreement by City and SPH, Escrow Holder shall deliver to SPH a current preliminary title report ("PTR"), including documents referred to therein, covering the Property from the Title Company. SPH shall have thirty (30) days after the date of Title Company's provision of the PTR to SPH to approve or disapprove the status of title to the Property as disclosed in the PTR and related documents. Any disapproval of status of title shall be within the reasonable discretion of SPH and shall be limited to monetary encumbrances and covenants, conditions, restrictions and easements of record which adversely affect SPH's intended use of the Property. Any exception not disapproved in writing within the thirty (30) day period shall be deemed approved by SPH, and shall constitute a permitted exception hereunder. Any objection to a title exception by SPH shall be made in writing to City, and City shall thereafter have ten (10) days within which to use reasonable efforts to cure or to provide assurance of the cure of the title defect and cause such item to be removed from the title policy to be issued at Close of Escrow. The term "reasonable efforts," as used in this Paragraph 4.1, shall not include any obligation of City to expend any money or commence any legal action to correct any exceptions within the ten (10) day period. City shall notify SPH, in writing, of any disapproved title exceptions which City is unable to cause to be removed prior to or at Close of Escrow. SPH shall, within five (5) business days thereafter, elect by giving written notice to City and Escrow Holder (i) to terminate this Agreement, or (ii) to waive its disapproval of such exceptions, in which case such exceptions shall then be deemed to be permitted exceptions. SPH's failure to give such notice shall be deemed an election to terminate this Agreement. In the event SPH elects to terminate this Agreement, the Parties shall be relieved from any further liabilities and obligations under this Agreement.

4.2 Investigations. For a period of ninety (90) days after Opening of Escrow (the "Investigation Period") and with the prior written consent of City, which consent shall not be unreasonably withheld, SPH shall have the right to physically inspect and perform tests and environmental investigations (hereinafter collectively "Investigations") on the Property as SPH deems necessary. All Investigations shall be done at SPH's sole cost and expense, and SPH shall defend and indemnify City against any claims, losses or liability resulting from SPH's entry onto the Property. Within ten (10) days of the completion of such Inspections, the Property shall be returned to its original condition. At or prior to the end of the Investigation Period, SPH shall notify City and Escrow Holder that SPH, in its sole discretion, either (1) elects to proceed with the Escrow in which case the Additional Deposit shall become non-refundable to SPH, subject to City's performance hereunder or (2) elects to cancel Escrow, in which case Escrow Holder shall return to SPH the Additional Deposit plus any interest accrued thereon, less any Escrow cancellation fees. SPH's

failure to give such notice shall be deemed an election to terminate this Agreement.

4.3 Physical Conditions. The physical condition of the Property shall not have materially deteriorated from the date of Opening of Escrow such that residential development would be hampered.

5. CITY'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

City hereby makes the following representations, warranties and acknowledgments and agrees that such representations, warranties and acknowledgments shall survive the Close of Escrow.

5.1 City has full right, power and authority to execute this Agreement and to convey fee simple title to the Property to SPH as provided herein.

5.2 City is not a foreign person under Section 1445 Internal Revenue Code and will execute a Certificate of Non-foreign status and deposit the same into the Escrow prior to Close of Escrow.

5.3 This Agreement has been duly approved and executed by City and constitutes the valid and binding Agreement of City enforceable against City in accordance with its terms.

5.4 Prior to the end of the Investigation Period, City shall make a reasonable effort to disclose in writing to SPH any and all issues known to City which could have a natural adverse impact on SPH's development and marketing of the Property. Notwithstanding the foregoing, City shall have no liability to SPH for its failure to comply with the requirements of this subsection 5.4.

6. SPH'S REPRESENTATIONS AND WARRANTIES

SPH hereby makes the following representations, warranties and acknowledgments and agrees that such representations, warranties and acknowledgments shall survive Close of Escrow.

6.1 SPH hereby represents and warrants that the person executing this Agreement has the full authority and power to enter into this Agreement on behalf of SPH to purchase the Property from City, and to take all actions required of it by the terms of this Agreement.

6.2 All the documents executed by SPH which are to be delivered to City at Close of Escrow shall be duly authorized, executed and delivered by SPH and shall be legal, valid and binding obligations of SPH enforceable against SPH in accordance with their respective terms, and shall not violate any agreement to which SPH is a party or to which it is subject.

6.3 That (i) prior to Close of Escrow, SPH will have had the opportunity to investigate all physical, land use and economic aspects of the Property and to make all inspections and investigations of the Property which SPH deems necessary or desirable to protect its interest in acquiring the Property, including, without limitation, environmental audits and assessments, toxic reports, surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, soils and geological reports, engineering and structural tests, insurance contracts, cost to complete studies, governmental agreements and approvals, and (ii) City, nor anyone acting for or on behalf of City, has made any representation, warranty, promise or statement, express or implied, to SPH, or to anyone acting for or on behalf of SPH, concerning the Property or the use thereof. SPH further represents and warrants that all matters concerning the Property have been or shall be independently verified by SPH prior to Close of Escrow, and that SPH shall purchase the Property on SPH's own prior investigations and examination of the Property (or SPH's election not to do so); **AND THAT SPH IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR.**

7. NOTICE

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated upon delivery or as of mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section.

SPH:

August Belmont, Division President
Standard Pacific Homes
255 E. Rincon Street, Suite 200
Corona, CA 92879

CITY:

City of Redlands
Municipal Utilities Department
PO Box 3005
Redlands, CA 92373

8. GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement supersedes any and all prior oral or written agreements between the Parties relating to the Property and contains the entire agreement of the Parties as to the matters covered hereby. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party to this Agreement shall be binding, except a subsequent amendment to this Agreement, in writing, executed by the Parties. All obligations of SPH and City under this Agreement and the Escrow shall be joint and several.

8.2 Time is of the Essence. Time is of the essence of this Agreement and the Escrow referred to herein.

8.3 SPH's Performance. Close of Escrow and performance of any duty imposed on SPH by this Agreement is conditioned on City's full performance of all duties imposed on City in this Agreement.

8.4 City's Performance. Close of Escrow and performance of any duty imposed on City by this Agreement is conditioned on SPH's full performance of all duties imposed on SPH in this Agreement.

8.5 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

8.6 Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

8.7 Amendment. Any amendment to this Agreement shall be in writing and executed by the Parties.

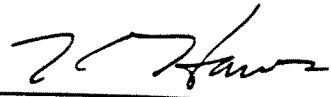
8.8 Liquidated Damages. The Initial and Additional Deposits shall constitute the total liquidated damages in the event of a default of this Agreement by SPH.

8.9 Brokers' Commission. City and SPH each warrants and represents to the other that no person or entity has a claim for any brokerage commission, finder's fee or similar payment in connection with SPH's purchase of the Property, and hereby indemnify and hold the other Party harmless of and from any claim by any third party arising out of any act by the indemnifying party.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the dates set forth opposite their respective signatures hereto.

CITY OF REDLANDS

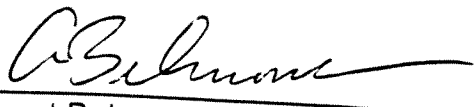
By: 
Karl N. (Kasey) Haws, Mayor

Executed this 20th day of May, 2003
at Redlands, California

ATTEST:

By: 
Beatrice Sanchez, Deputy City Clerk

STANDARD PACIFIC CORPORATION,
a Delaware corporation

By: 
August Belmont
Authorized Representative

Executed this 2 day of may, 2003
at Redlands, California

By: 
Michael J. White
Authorized Representative

Executed this 2 day of may, 2003
at Redlands, California

Beatrice Sanchez

From: Beatrice Sanchez
Sent: Tuesday, February 08, 2005 12:36 PM
To: Gary Phelps; Gary VanDorst
Cc: John Davidson
Subject: Standard Pacific Corp.

Back on 2/17/04 a Waiver, Release & Indemnity Agreement was approved regarding removal of weeds & brush on City-owned property. Two originals were forwarded to Standard Pacific, but we never got one back. In June I asked Gary Phelps to follow up and they still didn't return one. Does it even matter now? The official records will just show that it was not returned.

Bea